



SHELL OIL COMPANY

NORTHWEST DIVISION

SHELL BUILDING

1219 WESTLAKE AVE. NORTH

SEATTLE 11, WASHINGTON

December 5, 1960

Kaiser Gypsum Company (2)
5931 East Marginal Way
Seattle, Washington

Gentlemen:

In reply to your recent inquiry, we are pleased to offer our products listed below for use at your operations in Seattle, Washington.

DELIVERY AND QUANTITY: Delivery of products hereunder shall be made within a reasonable time after receipt of your order. The quantities to be supplied by us, except at our option, shall not exceed 50,000 gallons.

PERIOD: This agreement shall be in effect for a period beginning January 1, 1961, and ending December 31, 1961.

GRADE AND BRAND: The grades and brands of Shell products to be delivered hereunder shall be those which we are selling generally at the time and place of delivery hereunder.

PRICES: The prices payable for products listed below shall be as follows:

<u>Product</u>	<u>Type of Delivery</u>	<u>Price</u>	<u>F.O.B.</u>
Shell Gasoline	Tank truck 400 gallons or more	\$.27 per gal.	Your plant, Seattle, Wash.
Shell Dieseline	"	\$.127 per gal.	Your plant, Seattle, Wash.
Shell Premium Dieseline	"	\$.147 per gal.	Your plant, Seattle, Wash.

For deliveries of less than 400 gallons, the following differentials are to be added:

200 to 399 gallons	\$.005 per gallon
40 to 199 "	\$.01 "

TERMS: Terms of payment shall be cash on delivery or such credit terms as may be extended by Shell, which may be altered or revoked by Shell at any time.

TAXES: Any tax, not included in the price or otherwise paid by you, which is or may be payable on or in connection with or measured by the production, manufacturer, storage, transportation, distribution, sale or delivery of the products delivered hereunder shall be added to such prices and shall be paid to us in addition thereto.

EXCUSES FOR NON-PERFORMANCE: We shall be excused from performance of our obligations under this agreement when and to the extent that such performance is delayed or prevented by any cause reasonably beyond our control.

PRIOR AGREEMENTS: This agreement shall, as of the commencement date hereof, cancel and supersede all prior agreements, oral or written, expressed or implied, between ourselves and/or our respective predecessors in interest for, or in connection with, the purchase and sale of the products herein named or other products of a similar nature.

COMPLIANCE WITH LAWS: If the performance of any provision of this agreement by either party is or becomes, or is deemed by any governmental official or body to be violative, or should result in any of such party's other activities of whatsoever nature becoming violative or any law, order, directive, recommendation, ruling or regulation of whatsoever nature, such party may immediately cancel this agreement.

ACCEPTANCES: This offer is for acceptance by you within sixty (60) days from the date hereof, and if not accepted within that time, shall be deemed of no further force or effect whatsoever. Acceptance should be made by signing and returning to us, within the time mentioned above, the duplicate copy of this letter. We hope we may have the pleasure of serving you.

Yours very truly,

SHELL OIL COMPANY



D. B. Burks
Sales Manager-Commercial

ps:mac

THE ABOVE OFFER IS HEREBY ACCEPTED

THIS 31st DAY OF January, ~~1960~~ 1961

KAISER GYPSUM COMPANY

BY R. W. Grigg 